

**BEFORE THE
STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation and First
Amended Accusation Against:

ANGELO TERRONES
5801 E. Beverly Blvd., Suite 104
Los Angeles, CA 90022
Operator License No. OPR 12060

Respondent.

Case No. 2014-58
OAH No. 2014100608

Case No. 2014-57
OAH No. 2015031095

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the
Structural Pest Control Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on January 6, 2016.

It is so ORDERED December 7, 2015



FOR THE STRUCTURAL PEST CONTROL BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 KAMALA D. HARRIS
Attorney General of California
2 ARMANDO ZAMBRANO
Supervising Deputy Attorney General
3 LANGSTON M. EDWARDS
Deputy Attorney General
4 State Bar No. 237926
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 620-6343
6 Facsimile: (213) 897-2804
Attorneys for Complainant
7

8 **BEFORE THE**
STRUCTURAL PEST CONTROL BOARD
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Accusation and First
11 Amended Accusation Against:

12 **ANGELO TERRONES**
13 **5801 E. Beverly Blvd., Suite 104**
Los Angeles, CA 90022
14 **Operator License No. OPR 12060**

15 Respondent.

Case No. 2014-58
OAH No. 2014100608

Case No. 2014-57
OAH No. 2015031095

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16
17 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
18 entitled proceedings that the following matters are true:

19
20 **PARTIES**

21 1. Susan Saylor (Complainant) is the Registrar/Executive Officer of the Structural Pest
22 Control Board. She brought this action solely in her official capacity and is represented in this
23 matter by Kamala D. Harris, Attorney General of the State of California, by Langston M.
24 Edwards, Deputy Attorney General.

25 2. Respondent Angelo Terrones (Respondent) is representing himself in this proceeding
26 and has chosen not to exercise his right to be represented by counsel.

27 //

28 //

3. On or about July 9, 2010, the Structural Pest Control Board issued Operator License No. OPR 12060 to Angelo Terrones (Respondent). The Operator License was in full force and effect at all times relevant to the charges brought in Accusation Nos. 2014-57 and 2014-58 and will expire on June 30, 2016, unless renewed.

4. On or about November 18, 2005, the Structural Pest Control Board issued Field Representative License Number FR 39379 to Respondent. The Field Representative License was in full force and effect at all times relevant to the charges brought herein and expired on June 30, 2014.

JURISDICTION

5. Accusation No. 2014-57 was filed before the Structural Pest Control Board (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondents on May 29, 2014. Respondent timely filed the Notice of Defense contesting the Accusation. A copy of Accusation No. 2014-57 is attached as **Exhibit A** and incorporated by reference.

6. First Amended Accusation No. 2014-58 was filed before the Structural Pest Control Board (Board) , Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on June 29, 2015. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of First Amended Accusation No. 2014-58 is attached as **Exhibit B** and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, and understands the charges and allegations in Accusation Nos. 2014-57 and 2014-58. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at

1 his own expense; the right to confront and cross-examine the witnesses against him; the right to
2 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
3 the attendance of witnesses and the production of documents; the right to reconsideration and
4 court review of an adverse decision; and all other rights accorded by the California
5 Administrative Procedure Act and other applicable laws.

6 9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
7 every right set forth above.

8 9 CULPABILITY

10 10. Respondent admits the truth of each and every charge and allegation in Accusation
11 Nos. 2014-57 and 2014-58.

12 11. Respondent agrees that his Operator License No. OPR 12060 is subject to discipline
13 and he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order
14 below.

15 16 CONTINGENCY

17 12. This stipulation shall be subject to approval by the Structural Pest Control Board.
18 Respondent understands and agrees that counsel for Complainant and the staff of the Structural
19 Pest Control Board may communicate directly with the Board regarding this stipulation and
20 settlement, without notice to or participation by Respondent. By signing the stipulation,
21 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the
22 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
23 stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of
24 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
25 the parties, and the Board shall not be disqualified from further action by having considered this
26 matter.

1 13. The parties understand and agree that Portable Document Format (PDF) and facsimile
2 copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format
3 (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

4 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
5 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
6 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
7 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
8 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
9 writing executed by an authorized representative of each of the parties.

10 15. In consideration of the foregoing admissions and stipulations, the parties agree that
11 the Board may, without further notice or formal proceeding, issue and enter the following
12 Disciplinary Order:

13
14 **DISCIPLINARY ORDER**

15 IT IS HEREBY ORDERED that Operators License No. OPR 12060 issued to Respondent
16 Angelo Terrones (Respondent) is revoked. However, the revocation is stayed and Respondent is
17 placed on probation for five (5) years on the following terms and conditions.

18 **Actual Suspension.** Operator License No. OPR 12060 issued to Respondent Angelo
19 Terrones is suspended five (5) consecutive days, beginning on the effective date of the decision.

20 1. **Obey All Laws.** Respondent shall obey all Federal, State and local laws along with
21 all laws and rules relating to the practice of structural pest control.

22 2. **Quarterly Reports.** Respondent shall file quarterly reports with the Board during
23 the period of probation.

24 3. **Tolling of Probation.** Should Respondent leave California to reside outside this
25 state, Respondent must notify the Board in writing of the dates of departure and return. Periods
26 of residency or practice outside the state, periods of inactive or cancellation of license due to non-
27 renewal shall not apply to reduction of the probationary period

28 4. **Notice to Employers.** Respondent shall notify all present and prospective employers

1 of the decision in Case Nos. 2014-57 and 2014-58 and the terms, conditions and restriction
2 imposed on Respondent by said decision.

3 Within 30 days of the effective date of this decision, and within 15 days of Respondent
4 undertaking new employment, Respondent shall cause his employer to report to the Board in
5 writing acknowledging the employer has read the decision in Case Nos. 2014-57 and 2014-58.

6 **5. Notice to Employees.** Respondent shall, upon or before the effective date of this
7 decision, post or circulate a notice to all employees involved in structural pest control operations
8 which accurately recite the terms and conditions of probation. Respondent shall be responsible
9 for said notice being immediately available to said employees. "Employees" as used in this
10 provision includes all full-time, part-time, temporary and relief employees and independent
11 contractors employed or hired at any time during probation.

12 **6. Completion of Probation.** Upon successful completion of probation, Respondent's
13 license will be fully restored.

14 **7. Violation of Probation.** Should Respondent violate probation in any respect, the
15 Board, after giving Respondent notice and an opportunity to be heard, may revoke probation and
16 carry out the disciplinary order which was stayed. If a petition to revoke probation is filed against
17 Respondent during probation, the Board shall have continuing jurisdiction until the matter is
18 final, and the period of probation shall be extended until the matter is final.

19 **8. Random Inspections.** Respondent shall reimburse the Board for 1 random
20 inspection per quarter by Board specialists during the period of probation not to exceed \$125 per
21 inspection.

22 **9. Reimbursement to Consumer.** Respondent shall submit proof to the Registrar that
23 restitution has been made to consumer K.S.¹, resident of the property located at 4417 8th Avenue,
24 Los Angeles, CA 90043 (Los Angeles property). Specifically, Respondent shall pay one-third
25 (1/3) of the balance remaining, if any, necessary to complete the required repairs to the Los
26 Angeles property within three (3) months of notification from consumer K.S.

27 ¹ As referenced in the First Amended Accusation in Case No. 2014-58, initials are used to protect consumer
28 confidentiality.

1 **10. Prohibited from Serving as Officer, Director, Associate, Partner or Qualifying**
2 **Manager.** Respondent is prohibited from serving as an officer, director, associate, partner,
3 qualifying manager or branch office manager of any registered company other than Terminate
4 Termite during the period that discipline is imposed on Operator License No. OPR 12060.

5 **11. No Interest In Any Registered Company.** Respondent shall not have any legal or
6 beneficial interest in any company currently or hereinafter registered by the Board other than
7 Terminate Termite during the period that discipline is imposed on Operator License No. OPR
8 12060.

9 **12. Prohibited from Associating with Certain Businesses and/or Persons.**
10 Respondent agrees that he will not associate with anyone formerly associated with Estate Termite
11 and Real Estate Termite, including Victoria Salas, Ulysses Terrones, Xavier Terrones, Romeo
12 Terrones, Fidel Espinoza and/or Andre L. Beavers.

13 **13. Cost Recovery.** Pursuant to Section 125.3 of the California Business and Professions
14 Code, Respondent shall pay to the Board investigation and enforcement costs in the amount of
15 \$3,011.59 according to a payment schedule that has been approved by the Board. Investigation
16 and enforcement costs must be paid in full no later than three (3) months prior to the end of
17 probation. Probation shall not be terminated until all costs are paid in full.

18 **14. Citation and Fine.** Prior to the effective date of the decision, Respondent shall pay
19 the balance of the following citations and fines:

- 20 • Citation and Fine No. CF 2014-140 in the amount of \$2,975.00
- 21 • Citation and Fine No. CF 2015-233 in the amount of \$700.00
- 22 • Citation and Fine No. CF 2015-287 in the amount of \$445.00

23 **15. Restoration Bond.** Pursuant to Bus. & Prof. Code § 8697.3, Respondent will be
24 required, as a condition to the restoration of the Operator License, to file a surety bond in the sum
25 of twelve thousand five hundred dollars (\$12,500.00) due no later than the last day of suspension.

26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Operator's License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Structural Pest Control Board.

DATED: 08-14-15 
ANGELO TERRONES
Respondent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

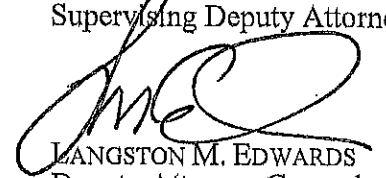
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
submitted for consideration by the Structural Pest Control Board.

Dated: August 14, 2015

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General


LANGSTON M. EDWARDS
Deputy Attorney General
Attorneys for Complainant

LA2014511212
51871277.docx